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ABSTRACT

The collective bargaining agreement between the College of Insurance and the college's chapter of the American Association of University Professors covering the period September 10, 1987-August 31, 1990 is presented. Items covered in the agreement include: unit recognition, management rights, grievance and arbitration, strikes/lockouts, no discrimination clause, academic freedom, teaching and library faculty rank, appointments and promotion for nontenured full-time teaching and library faculty, notice of nonreappointment faculty, eligibility for tenure, review of tenure application, denial of tenure, termination of tenure, effect of termination of appointment of tenured faculty, faculty responsibilities and evaluation, academic division chairpersons, library chairpersons, union dues and checkoff, library faculty, faculty salaries, employee benefit plans, holidays, leaves of absence, tuition remission program, contract construction, severance payments, the academic schedule, conferences, and academic governance. (SW)

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COLLECTIVE BARGAINING AGREEMENT

between

The College of Insurance

and

The College of Insurance
Chapter of The American
Association of University Professors

1987-1990

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AGREEMENT

This AGREEMENT is made and entered into by and between the College of Insurance (the "Employer"), located at 101 Murray Street, New York, New York 10007 and the College of Insurance Chapter of the American Association of University Professors ("Union").

W I T N E S S E T H :

WHEREAS, the Parties have conducted collective bargaining negotiations with respect to wages, hours and other terms and conditions of employment; and

WHEREAS, the negotiations have been fully concluded and a complete agreement has been reached between the Parties;

NOW, THEREFORE, in consideration of the mutual agreements herein contained the Parties hereto agree as follows:

ARTICLE 1

RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative of the employees in the unit set forth below pursuant to the certification issued by the National Labor Relations Board in Case No. 2-RC-20084 dated March 28, 1986:

All full-time teaching faculty, including Division Chairmen and professional librarians (including the Director of Library), employed by the Employer at its location at 101 Murray Street, New York, New York but excluding all other employees, including adjunct faculty, office clerical employees, Director of Risk Research Center and guards and supervisors as defined in the Act.

1.2 For all purposes of this Agreement, the term "employee" refers only to a full-time teaching and library faculty included in the bargaining unit as set forth in Section 1.1 of this Agreement and to no other employee or employees. The sole exception to the foregoing is the person who was specifically stipulated as eligible to vote in the election by the Parties.

1.3 This Agreement shall have no application beyond the term of this Agreement.

1.4 For all purposes of this Agreement, the following definitions shall apply unless expressly stated otherwise:

- a. A word used in the masculine applies also in the feminine;
- b. Unless otherwise stated, the term "day(s)" refers to calendar days.
- c. The term academic year refers to the period commencing September 1 through August 31.

- d. Faculty refers to all full-time teaching faculty and division chairmen and full-time library faculty (including the library chair).
- e. Academic Vice President or Vice President for Academic Affairs includes any other Academic official of the Employer designated by the Employer (in its sole discretion not subject to the grievance and arbitration procedures) in writing to the Union.
- f. For purposes of paragraph 1.1 the library chair shall be the same as the "Director of the Library".

ARTICLE 2

MANAGEMENT RIGHTS

2.1 It is agreed that the Employer possesses all the rights, powers, privileges and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the Employer in any way whatsoever in the exercise of those management rights, except as may be specifically relinquished or modified herein by an express and specific provision of this Agreement.

By way of illustration, not limitation, these rights include: the right to determine the mission, purposes, objectives and policies of the Employer; the right to establish programs and curricula; the right to determine the methods of financing; the right to determine methods of operation; the right to determine the facilities, methods, means and number of personnel for the conduct of the Employer's business; the right to examine, select, appoint, hire, appraise, train, retrain, promote, assign or transfer employees; the right to direct, deploy and utilize the work force; the right to establish specifications for each class of position, and to classify or reclassify, and to allocate or reallocate new or existing positions; the right to determine the number, location, relocation and types of its operations; the right to determine the number of hours per day, per week or per year operations shall be carried on, the right to select and to determine the number and types of employees required; the right to assign work to such employees or non-bargaining unit supervisors in accordance with the requirements determined by the Employer; the right to establish and change work schedules and work assignments; the right to transfer and promote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or for any other reason; the right to subcontract or discontinue

temporarily or permanently, in whole or in part, its business or operations; the right to merge with or affiliate with another institution; the right to establish and from time to time re-establish and enforce rules for the maintenance of discipline and safety, and to suspend, discharge, or otherwise discipline employees; the right to require employees to submit to a medical examination by a physician or physicians chosen by the Employer in the event of a claim of incompetence or a claim by the employee involving a medical question; and the right to select employees for promotion to supervisory and other managerial positions. The word "determine" includes the right, at any time and from time to time, to redetermine. All of the above illustrations may be considered management rights except where specifically relinquished, limited or modified by an express and specific provision of this Agreement.

2.3 The listing of specific rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any Management Rights, whether or not such rights have been exercised by the Employer in the past, except as may be specifically relinquished or modified herein by an express and specific provision of this Agreement. The Agreement to obtain the input or recommendation of faculty members or committees shall not be construed to mean that the full-time faculty or the Union have

the authority in any way, manner or degree to veto the decisions of the Employer except as may be specifically relinquished or modified herein by an express and specific provision of this Agreement. The exercise or non-exercise of any management rights shall not be subject to the grievance and arbitration procedure herein, except as may be specifically relinquished or modified herein by an express and specific provision of this Agreement.

ARTICLE 3

GRIEVANCE AND ARBITRATION

3.1 For the purpose of this Agreement, a "grievance" as that term is used in this Agreement, is defined and limited to an alleged violation, misinterpretation or misapplication by the Employer of an express and specific provision of this Agreement. A grievance as defined above shall not include matters specifically excluded from grievance and arbitration by this Agreement. Neither the Union nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part thereof.

3.2 Should a grievance arise it shall be handled in the following manner:

Step 1. If an employee has a grievance, the employee shall informally and orally raise the grievance with the Employer's Grievance Officer or with the member of the administration with whom the employee has the grievance, or with the Academic Vice President, with or without Union representation as the employee may elect, within ten (10) week days (Monday through Friday) from the date on which the employee knew or had reasonable grounds to know of the facts giving rise to the grievance, except that a grievance concerning termination of employment by the Employer or disciplinary suspension must be presented to the Grievance Officer within five (5) days from the date the Union is notified of the action and the Employer sends notice of the action to the individual, certified mail return receipt requested. The Employer shall appoint a Grievance Officer for a period as it determines and notify the Union in writing of his identity.

The resolution of any grievance at this level shall not establish a precedent or "past practice" on any matter in dispute which may thereafter arise between the parties under the Agreement or any supplement thereto.

Step 2. If no agreement has been reached at Step 1, the Union may request consideration of the grievance by the Academic Vice President in writing within five (5) week days

(Monday through Friday) thereafter stating: (1) what the grievance is (including the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved and the specific provision(s) of this Agreement the Employer has allegedly violated), (2) when the grievance was presented at Step 1, (3) what response was received from the Grievance Officer or other member of the Administration, (4) why the Union disagrees with the response and, (5) what the Union believes the proper resolution should be. The Academic Vice President or his designee shall reply in writing within ten (10) days of receipt of the grievance.

The resolution of any grievance at this level shall not establish a precedent or "past practice" on any matter in dispute which may thereafter arise between the parties under the Agreement or any supplement thereto.

Step 3. Should the Union reject the written recommendation of the Academic Vice President or his designee, the grievance may be submitted in writing to the President within fifteen (15) days after the decision. The written grievance shall state (1) what the grievance is (including the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved and the specific provision(s) of the Agreement which was allegedly

violated (2) when the grievance was presented at Step 2; (3) what response was received from the Academic Vice President; (4) why the Union disagrees with the response; and (5) what the Union believes the proper resolution should be. The President may meet the grievant and the Union representative in an attempt to resolve the grievance. Within fifteen (15) days of the submission of the grievance to the President, the President shall forward his written reply to the grievant and the Union.

Step 4. If the Union disagrees with the President, the grievance may be submitted to arbitration by notifying the Employer and the American Arbitration Association in writing by certified mail within ten (10) weekdays (Monday through Friday) of receipt of the President's reply in Step 3.

3.3 The parties understand that the Union may wish to hold its own hearing according to procedures determined by the Union at any time to determine whether it wishes to pursue a grievance and the Employer agrees that it will make available to the Union, for the purposes of a brief meeting, an administrative official with knowledge of the facts to make a presentation on the matter. The Union's determination at any hearing under this paragraph shall have no binding effect on the Employer.

3.4 In the event that the representative of the Employer, Grievance Officer, the Academic Vice-President, or the

President, do not respond within the times specified in Step 1, 2 or 3 respectively, the grievance shall be deemed to have been denied and the Union shall have the option to proceed to the next step. If no settlement is reached and if the grievance is not filed or appealed to the next step within any of the time limits specified herein, the grievance is deemed to have been waived and abandoned. Time limits herein provided for may be extended only by written agreement between the Union and the Employer.

3.5 A grievance may be entertained in or advanced to any step in the grievance procedure if the Employer and the Union so agree.

3.6 The submission to the arbitrator shall be based on the written grievance submitted to the President in Step 3 in the grievance procedure which shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved, the specific provision(s) of this Agreement the Employer has allegedly violated, and the remedy sought.

3.7 The substance of the decisions with respect to non-appointment or non-reappointment of non-tenured teaching faculty and library faculty members of the bargaining unit, promotion or non-promotion and failure to grant tenure shall not be

subject to arbitration. The President shall, however, on request by the Union specify in writing to the Union's President the reasons for non-appointment, non-reappointment, non-promotion or failure to grant tenure including itemized responses to a contrary committee recommendation (if any). If the President fails to specify his reasons in writing or if the Employer fails to take any of the steps required by this Agreement in the process of considering the above decisions and if the matter is grieved and submitted to arbitration within the time limits set forth in this Article, an arbitrator may order the Employer to produce written reasons and may order that the omitted steps be taken but shall have no power to otherwise change the Employer's decision. A grievance concerning leave of absence, tenure, termination during the term of an appointment, or failure to pay agreed to salaries or benefits may be brought initially at Step 2 of the grievance procedures.

3.8 If the Union seeks arbitration of any arbitrable grievance, the parties shall first attempt to select an arbitrator by mutual agreement. In the event such attempt is unsuccessful, the Union may then request the American Arbitration Association to furnish a list of nine (9) names of available arbitrators, all of whom shall be members of the National Academy of Arbitrators. After receipt of such lists and an

opportu~~ny~~ to consider the names, the parties shall name a mutually acceptable arbitrator in accordance with the Voluntary Labor Arbitration rules and regulations of the Association. If the foregoing does not result in the designation of a mutually acceptable arbitrator, the procedure shall be repeated with respect to no less than two (2) additional such lists of nine (9) names of arbitrators who are members of the National Academy of Arbitrators until such designation results. If the parties are still unable to agree on an arbitrator, the parties shall alternatively strike names from the already provided lists and the last remaining name shall arbitrate the case.

3.9 The power and authority of the arbitrator shall be strictly limited to deciding whether a specific provision of this Agreement has been violated, misapplied or misinterpreted and prescribe an appropriate procedural or substantive remedy for same including reinstatement and backpay for an employee terminated in violation of an express and specific provision of this Agreement, but the arbitrator shall not have authority to add to or subtract from or modify any of said terms, or to limit or impair any Common Law or other right of the Employer, or to establish or change any wage or rate of pay except to conform to an express and specific term of this Agreement or to review any matter specifically excluded from grievance and/or arbitration

herein. The arbitrator shall have no power or authority to review substantive decisions by the Employer which do not violate an express and specific term of this Agreement and thus shall not substitute his judgment for that of the Employer, directly or indirectly. The arbitrator's award shall be final and binding on matters properly before him. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other. The arbitrator shall not be empowered, and shall have no jurisdiction, to base his award on any alleged practice or oral understandings which are not incorporated in a written agreement between the parties and thus shall not substitute his judgment for that of the Employer directly or indirectly.

3.10 The expenses of the arbitrator shall be shared equally by the Employer and the Union. The expense of calling any witness or having any representative or employee present shall be borne by the party calling such witness or requesting the representative or employee.

3.11 The Union has authority to process, abandon or settle grievances on behalf of employees. The arbitrator may not hear and determine more than one grievance at a time without the express written agreement of the Employer and the Union except that an arbitrator may consider alleged violations of related provisions raised on behalf of a single grievant.

3.12 The grievance and arbitration procedure provided for herein shall constitute the sole and exclusive method for adjustment and settlement between the parties of any and all grievances.

3.13 The grievance and arbitration provisions provided for herein, in addition to any other right or obligation under this Agreement, are limited solely to matters arising during the term of this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

4.1 During the term of this Agreement, or any renewal or extension thereof, neither the Union, its officers, agents, representatives, members or any employee will, directly or indirectly, authorize, instigate, aid, encourage, participate in or engage in any strike, as defined in 4.2 below.

4.2 A strike is defined to include any sympathy strike, concerted refusal to cross any picket line, concerted work stoppage, concerted refusal to work, concerted slowdown, concerted boycott, or other concerted interruption, refusal, cessation or interference with the Employer's business or operation, regardless of whether or not such strike is claimed by the Union to be in response to a breach of this Agreement or of State, Federal or local law by the Employer, its officers, agents or employees.

4.3 Any employee or employees who violate the provisions of this Article may, at the sole discretion of the Employer, be discharged or otherwise disciplined. The extent or severity of the disciplinary action shall not be subject to the grievance and arbitration procedure under Article 3 of this Agreement, except that an arbitrator selected under Article 3 of this Agreement may determine whether a strike as defined herein did in fact occur and whether an employee discharged or disciplined for engaging in a strike as defined herein did in fact engage in such a strike. If the arbitrator decides that the employee did not violate this Article, the arbitrator shall have the power to order reinstatement of the employee with full back pay and benefits and/or to negate any disciplinary action taken because of the strike accusation.

4.4 In the event that a strike (as above defined) should occur during the term of this Agreement, then the Union shall, in good faith, affirmatively exercise all of its powers to the fullest extent to terminate such strike, as expeditiously as possible, including, but not limited to disciplining those members who are employees engaging in such strike and having complied with these requirements, the Union shall not be liable for a violation of this Agreement.

4.5 During the term of this Agreement the Employer will not lock-out members of the bargaining unit.

ARTICLE 5

NO DISCRIMINATION

It is agreed that the Employer and the Union will continue their policies of not discriminating against any employee because of age, race, color, creed, sex, national origin, handicap, or marital status. It is nevertheless understood (a) that a claim of a violation of this provision can constitute a grievance under Article 3 only if it is charged that another provision of this Agreement has been administered on such a discriminatory basis against an employee and (b) that an alleged violation of this Article shall not constitute an independent basis for a grievance and arbitration.

ARTICLE 6

ACADEMIC FREEDOM

6.1 The Employer agrees with the following principles of academic freedom:

a. Members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b. Members of the bargaining unit are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subjects.

c. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE 7

TEACHING AND LIBRARY FACULTY RANK

7.1 The Employer, in accordance with the procedures set forth in Article 8 of this Agreement, and in its sole discretion following consideration of the faculty recommendations, if any, makes the determinations on initial rank, appointment, reappointment, non-reappointment, tenure, and promotion and these determinations shall not be subject to arbitration. The

substance of the decisions with respect to non-appointment or non-reappointment of non-tenured teaching faculty and library faculty members of the bargaining unit, promotion or non-promotion and failure to grant tenure shall not be subject to arbitration. The President shall, however, on request by the Union specify in writing to the Union's President the reasons for non-appointment, non-reappointment, non-promotion or failure to grant tenure including itemized responses to a contrary committee recommendation (if any). If the President fails to specify his reasons in writing or if the Employer fails to take any of the steps required by this Agreement in the process of considering the above decisions and if the matter is grieved and submitted to arbitration within the time limits set forth in this Article, an arbitrator may order the Employer to produce written reasons and may order that the omitted steps be taken but shall have no power to otherwise change the Employer's decision.

7.2 Instructional appointments of full time teaching faculty shall be at one of the following designated faculty ranks:

- a. The rank of "Instructor" ordinarily requires a Master's Degree in the appropriate field.

b. The rank of "Assistant Professor" shall be limited to those teaching faculty with a minimum of a Masters Degree in the appropriate discipline.

c. "Associate Professor" is a teaching faculty senior rank, and requires a Ph.D degree in an appropriate discipline or the completion of all course work and examinations preliminary to obtaining a Ph.D. degree in the appropriate discipline and substantial academic and professional accomplishments including those in the academic or business community or in the College.

d. The rank of "Professor" is the highest teaching faculty rank and requires a Ph.D. or other terminal degree in the appropriate discipline. Holders of such rank are expected to show distinguished achievement in classroom teaching, scholarly activities, and in value to the College.

7.3 The rank of "Lecturer" which is an instructional but not a faculty rank shall be limited to those with specialized knowledge who do not necessarily have the appropriate academic degree.

7.4 A rank, preceded by the designation "Visiting", shall be granted to those on leave of absence or holding emeritus status from another institution. Visiting appointments are temporary, usually for a maximum period of one year.

7.5 Persons with appropriate academic and professional qualifications may be appointed to any of the above ranks with the position title preceded by the designation "Adjunct". Adjunct appointments are temporary, on a semester-to-semester basis.

7.6 Full-time Library Faculty shall be appointed to one of the following designated ranks:

a. The rank of "Full Librarian" requires the MLS degree and at least five (5) years of professional library experience with involvement in professional activities.

b. The rank of "Associate Librarian" requires the MLS degree and cataloging experience and/or full-time professional library experience of at least three (3) years.

c. The rank of "Assistant Librarian" requires an MLS degree and cataloging experience is preferred but not required.

7.7 The Employer may, in its sole discretion not subject to the grievance and arbitration procedure, accept an equivalency in lieu of the appropriate graduate degree.

7.8 Notwithstanding the foregoing provisions of this Article, but without waiver thereof, no rank held by any teaching faculty member or library faculty member before February 1, 1987 will be lowered.

8.0 A Full time faculty member, or the Union with the faculty member's permission, upon written request to the Employer but in no event more than two business days from the request, will be allowed to see documents contained in their Personnel File, it being understood that the Personnel File refers only to the file so designated for that purpose by the Employer. No access to any other files of the Employer or its Committees will be required even if the faculty member is mentioned in such files.

ARTICLE 8

APPOINTMENTS AND PROMOTION FOR NON-TENURED FULL-TIME TEACHING AND LIBRARY FACULTY

8.1 The Employer, in accordance with the procedures set forth herein, and in its sole discretion, following consideration of any recommendation made by the Appointment or Promotion and Tenure Committee, makes the determinations on initial rank, appointment, reappointment, tenure and promotion. If the Appointment Committee or the Promotion and Tenure Committee disagrees with the Employer's determination the President shall on request state the Employer's reasons for the decision orally, and, if requested, shall present itemized reasons in writing, but these determinations shall not be subject to the arbitration procedure except as permitted. The substance of the decisions

with respect to non-appointment or non-reappointment of non-tenured teaching faculty and library faculty members of the bargaining unit, promotion or non-promotion and failure to grant tenure shall not be subject to arbitration. The President shall, however, on request by the Union specify in writing to the Union's President the reasons for non-appointment, non-reappointment, non-promotion or failure to grant tenure including itemized responses to a contrary committee recommendation (if any). If the President fails to specify his reasons in writing or if the Employer fails to take any of the steps required by this Agreement in the process of considering the above decisions and if the matter is grieved and submitted to arbitration within the time limits set forth in this Article, an arbitrator may order the Employer to produce written reasons and may order that the omitted steps be taken but shall have no power to otherwise change the Employer's decision.

8.2 Procedure For Initial Appointment Of Full-Time Faculty

After approval to fill a vacancy or new position for a full-time faculty member has been secured from the Employer, the Appointments Committee designated for that vacancy or position shall seek and review applicants, interview candidates, check references and transmit a minimum of three (3) recommendations to the Employer. The Employer, as set forth in paragraph 8.1 of

this ~~Article~~, shall make the determinations on appointment and rank.

If after a diligent search, the Committee has been unable to locate three (3) qualified candidates, the Committee shall forward its recommendations to the Employer. If no selection is made by the Employer, the search shall continue unless it is determined by the Employer, in its sole discretion, that a vacancy or new position will not be filled at that time.

The Appointments Committee for each vacancy or new position shall comprise five (5) members: four (4) full-time faculty members (a least two of whom shall be from the division in which the vacancy occurs) elected by the full-time faculty members of the bargaining unit and the Vice President for Academic Affairs (or similar official as designated by the Employer) who shall serve as a fifth, ex-officio and voting member of each Appointments Committee.

Nothing in this Agreement shall be construed to require the Employer to continue or create any particular full-time position and the determination to maintain a vacant position or to create a new position remains a matter of the Employer's sole discretion, not subject to the grievance and arbitration procedure. If the Employer determines to discontinue a vacant full-time faculty position permanently or to

create ~~new~~ full-time faculty position, the Employer will meet with the College Academic Policy Committee or the Graduate Academic Policy Committee, as the case may be, for its input on the academic impact of said decision. Further, nothing in this Agreement shall restrict the Employer's right to grant an initial appointment not recommended or considered by an Appointments Committee if, in the Employer's sole discretion not subject to the grievance and arbitration procedure, such appointment would be in the best interests of the Employer. However, the Employer will submit the name and curriculum vitae of anyone to be appointed to an appropriate Appointments Committee at least ten (10) weekdays (Monday to Friday) before making any appointment and consider any recommendations made by the Committee before offering an appointment. If the Employer fails to submit the name and curriculum vitae of anyone to be appointed to an appropriate Appointments Committee and if the matter is grieved and submitted to arbitration within the time limits set forth in Article 3, an arbitrator may order the Employer to produce the name and curriculum vitae, but shall have no power to otherwise rule on the appointment.

**Promotion Procedures For
Full-Time Teaching Faculty Members**

a. A full-time teaching faculty member may apply for promotion following completion of two (2) years of full-time service as a teaching faculty member in the College based on the eligibility criteria contained in paragraph 8.9 b(1), b(2), b(3) and b(4) of Article 8 and paragraph 7.1 and 7.2 of Article 7.

b. The candidate for promotion must provide the Promotion and Tenure Committee with completed documentation in support of his promotion application by September 1 of the academic year prior to the academic year in which the promotion, if granted, would take effect. Specifically, in addition to establishing that he has met the requirements of the rank sought set forth in paragraph 7.1 and 7.2 of Article 7, the candidate shall provide and/or be allowed to review all the following evidence considered by the Committee with respect to whether he meets the required criteria for promotion:

(1) Evidence of recognized excellence as a teacher. This evidence shall include but not be limited to detailed written assessment by at least two (2) teaching faculty members, one (1) of whom is a member of the candidate's disciplinary group and both of whom have observed the candidate's classroom teaching; the written evaluation of any Chairman of the

department or Division in which the faculty member teaches; student evaluations from several different courses taught by the candidate, and any written evaluation of the candidate's performance by any official of the Employer with college or university teaching experience during the candidate's service at the Employer. The full-time teaching faculty member may also submit to the Promotion and Tenure Committee his response to any evaluation.

(2) Evidence of professional growth, including but not limited to the publication of books, monographs, or articles in refereed or other journals, pursuit and completion of advanced study and completion of professional examinations.

(3) Evidence of constructive activities in support of the professional associations and societies which are active in the faculty member's field of interest.

(4) Evidence of his value to the College, including evidence of performance consistent with the objectives of the College such as student advisement and guidance, student retention activities, program and curriculum development, experience, ability and willingness to teach a variety of courses, and interest in contribution to the growth of the College through committee assignments. Additional evidence which may be presented and considered includes participation in other activities

which ~~shall~~ to foster the objectives of the College including, but not limited to: participation in hiring; evaluation of faculty for promotion, tenure or reappointment; evaluation of students; assisting Administrators in performing their duties, including their recruitment duties; scheduling; advising students; student career counseling activities; faculty development programs; coordinating, evaluating and guiding adjuncts; selection and purchasing of academic resources; planning and developing curricula; cooperation in maintaining and improving College record keeping systems; preparing, maintaining and updating course syllabi; and participation in the preparation of College publications which affect the academic aspects of the Employer.

Candidates need not satisfy all the criteria listed above, but will be expected to have records which demonstrate outstanding performance.

Accordingly, the documentation in support of the application which the applicant submits and which shall be considered ~~may~~ include the following:

- Any written evaluation of the candidate's performance by an official of the Employer with full time college or university teaching experience.
- The faculty and student evaluations required under paragraph 8.9(b)(1) of this Article.
- The full and up to date curriculum vitae of the faculty member;

- Record of scholarly achievement, including transcripts and reprints of writings, tapes, guest lectures, or summaries thereof, etc.;
- Membership in professional organizations, records of professional achievement, honors or recognitions, presentations at conferences, institutes or meetings; and professional or scholarly institutes and meetings attended;
- Evidence of value to the College by performance of work consistent with the objectives of the College;

c. (i) The Promotion and Tenure Committee shall consist of the Vice President for Academic Affairs (who shall vote only to break ties) and 6 other members. The six other members shall be elected by the members of the bargaining unit for a two (2) year term but the six must include at least two full time full professors (if there are two or more in the bargaining unit) and a full time library faculty member and at least one full time teaching faculty member from each academic division (which requirements may be satisfied by the membership on the Committee of a full professor in that division). The Promotion and Tenure Committee shall elect its own Chair.

(ii) Following receipt of the recommendation of the candidate's division, the Promotion and Tenure Committee shall first evaluate the extent to which the candidate meets or does not meet each of the criteria stated in paragraph 8.9b of this Article. In making said evaluation, the Promotion and

Tenure Committee shall have the right to request from the faculty member being evaluated any other pertinent information it deems necessary but shall only consider such information if submitted in written form. The Promotion and Tenure Committee may request an on-site visitation to a faculty member's classroom.

(iii) After said evaluation, the Promotion and Tenure Committee shall forward its written recommendations concerning the award/or denial of promotion which shall include any written dissents by Committee members to the Employer's President by December 1.

(iv) In the event the Committee fails to comply with the time requirement, the Employer will make its decision and notification without such recommendation. If the President in reviewing the recommendations believes he may come to a conclusion contrary to the recommendation of the Promotion and Tenure Committee, he shall meet with the Vice-President for Academic Affairs and the Chair of the Promotion and Tenure Committee prior to rendering of his decision. The Employer shall render its determination on the award or denial of promotion, in its sole discretion, not subject to the arbitration procedure and the candidate shall be notified of the determination by the following February 1.

(v) The substance of the decisions with respect to non-appointment or non-reappointment of non-tenured teaching faculty and library faculty members of the bargaining unit, and promotion or non-promotion shall not be subject to arbitration. The President shall, however, on request by the Union specify in writing to the Union's President the reasons for non-appointment, non-reappointment, or non-promotion including itemized responses to a contrary committee recommendation (if any). If the President fails to specify his reasons in writing or if the Employer fails to take any of the steps required by this Agreement in the process of considering the above decisions and if the matter is grieved and submitted to arbitration within the time limits set forth in this Article, an arbitrator may order the Employer to produce written reasons and may order that the omitted steps be taken but shall have no power to otherwise change the Employer's decision.

(vi) Any promotion granted shall at the latest be effective at the beginning of the next academic year.

d. Nothing in this Agreement shall restrict the Employer's right to promote faculty members not recommended for promotion by the Promotion and Tenure Committee if, in the Employer's sole discretion not subject to grievance and arbitration, such promotion would be in the best interest of the Employer.

**Terms of Appointment for Non-Tenured
Full-Time Teaching Faculty Appointed
After September 1, 1986**

The initial term of appointment for non-tenured full-time teaching faculty shall be for one (1) year. Thereafter the second term shall be for two (2) years, the third term for two (2) years and subsequent terms, if any, for at least one (1) year periods unless (i) notice of non-reappointment for the following academic year is given in accordance with paragraph 8.5 of this Article, (ii) the appointment is terminated during the academic year in accordance with paragraph 8.7 of this Article, (iii) the appointment is terminated for failure to apply for tenure by September 1 of the sixth year of full-time service at the College, or (iv) the appointment is terminated after denial of tenure in accordance with paragraph 9.7 of Article 9. Nothing in this Agreement shall preclude the Employer, in its sole discretion not subject to the grievance and arbitration procedure, from granting appointments to non-tenured full-time faculty of greater duration.

**8.5 Notice of Non-Reappointment
of Non-Tenured Teaching Faculty**

The Employer shall give written notice to a non-tenured teaching faculty member of the Employer's determination, in its sole discretion not subject to the grievance and arbitration procedure, not to re-appoint a non-tenured faculty member

for the following academic year. Such written notice shall be given to non-tenured teaching faculty members:

- a. With less than one (1) completed academic year of service - on or before March 1 of the academic year in which the non-tenured faculty member's appointment is terminated;
- b. With more than one (1) but less than three (3) consecutive completed academic years of service - on or before February 1 of the academic year at the end of which the non-tenured faculty member's appointment is terminated;
- c. With more than three (3) but less than six (6) consecutive completed academic years of service - on or before August 31 of the academic year preceding the academic year at the end of which the non-tenured faculty member's appointment is terminated.

A list of those reappointed and not reappointed will be available at the Employer's office of Academic Affairs on the reappointment date or the first business day thereafter and the information on the list as it pertains to any individual faculty member will be communicated promptly to such individual upon his request. In the event of an error which results in a failure to complete the list by the required date, the Employer shall have five (5) business days after receipt of Notice in writing by the faculty member or the Union to the Vice President of Academic Affairs to complete the list. If the Employer fails to make the

reappointment decision thereafter, the faculty member shall be considered reappointed for a term consistent with the provisions of Article 8.4 of this Agreement or for one additional academic year whichever is greater.

8.6 Term of Appointment and Notice
of Non-Reappointment for
Full-Time Library Faculty

a. The initial appointment for a full-time library faculty member shall be for one (1) academic year with written notice of non-reappointment to be forwarded to the librarian by June 1, provided, however, that any initial appointment made after September 1, shall be for the balance of the academic year only.

b. Thereafter, re-appointment to a full-time library faculty position shall be for two (2) year periods with the appointment terminable by either the Employer or the employee upon written notification no later than February 1 of each year. After completion of three (3) years of service to the Employer, a full-time library faculty member will be entitled to severance pay in accordance with paragraph 21.8 of Article 21 following the termination of the appointment by the Employer other than for cause.

c. Nothing in this Agreement shall preclude the Employer, in its sole discretion not subject to the grievance

and arbitration procedure, from granting appointments to full-time library faculty of greater duration.

d. Full-time library faculty with at least seven (7) years continuous service on the payroll on September 1, 1986 shall receive a re-appointment for a five year term commencing September 1, 1986. Other full-time library faculty on the payroll on September 1, 1986 shall receive a re-appointment for a three (3) year term and, at the sole discretion of the Employer, not subject to the grievance and arbitration procedure except as set forth in Section 8.3(c)(v) of Article 8, may be reappointed for an additional term which shall be for three (3) years.

8.7 Termination of Appointment of Non-Tenured
Full-Time Teaching and Library Faculty
During the Term of Appointment

The appointment of non-tenured full-time teaching or library faculty is terminated or subject to termination during the term of the appointment as set forth below:

a. The appointment is terminated upon the retirement or voluntary resignation of the teaching or library faculty member.

b. The appointment is terminated in the event the Employer decides, in its sole discretion not subject to the grievance and arbitration procedure, to file for bankruptcy or to discontinue the operation of the Employer permanently.

c. The appointment is terminable by the Employer for medical reasons when the faculty member is unable to fully perform the responsibilities and duties of his appointment. In that case, the faculty member shall be entitled to request and receive a medical leave of absence for a term, renewable for up to two additional terms and if the faculty member becomes able to fully perform his duties and responsibilities within the one year period, the Employer will reinstate the employee to his position commencing no later than the next succeeding academic term.

d. The appointment is terminable by the Employer in its sole discretion, not subject to the grievance and arbitration procedure, in the event the Employer decides, in its sole discretion not subject to the grievance and arbitration proceeding, to be acquired by or merge with another institution or entity. The institution or entity which acquires or seeks to acquire the Employer or with whom the Employer seeks to merge or merges shall not be required to agree to continued appointment of the faculty member nor to assume this Agreement.

e. The appointment is terminable by the Employer in its sole discretion, not subject to the grievance and arbitration procedure, in the event the Employer decides in its sole discretion, which decision is not subject to the grievance and

arbitration procedure, to discontinue, reduce, or eliminate, in whole or in part, program(s) or division(s) in which the teaching or library faculty member makes his major contribution or as a result of the Employer's decision, in its sole discretion, not subject to the grievance and arbitration procedure, to relocate in whole or in part or to affiliate in whole or in part, with any other institution or entity. In the event the Employer is considering the discontinuance, reduction or elimination of a program(s) or division(s), an official of the Employer will meet with the College Academic Policy Committee or the Graduate Academic Policy Committee as the case may be, for its recommendation if made within six (6) weeks of the Employer's request, (unless the time is extended by mutual consent in writing) on the academic impact of said decision. The Agreement to obtain the input or recommendation of faculty members or committees shall not be construed to mean that the full-time faculty or the Union have the authority in any way, manner or degree to veto the decisions of the Employer to affiliate with another institution or entity, to relocate, to discontinue, to reduce or to eliminate a program(s) or division(s), in whole or in part.

f. The appointment is terminable by the Employer for adequate cause as set forth in paragraph 9.9f of this Agreement.

In the event of termination of an appointment because of permanent discontinuance of the operation of the Employer or under paragraph 8.7d or 8.7e of this Article and from the date of such termination, the affected teaching or library faculty member shall either receive the notice to which he was entitled under paragraphs 8.5 or 8.6 of this Article respectively or severance pay in accordance with paragraph 21.8 of Article 21 in lieu thereof. Severance pay for non-tenured full-time library and teaching faculty shall be for a period of two months for each year of full-time employment but in no event for a period of more than six months and shall be paid in accordance with paragraph 21.8 of Article 21.

8.8 Effect of Termination of Appointment
of Non-Tenured Full-Time Teaching or
Library Faculty

The Employer shall satisfy or cause to be satisfied the monetary obligations due and payable to non-tenured full-time teaching and library faculty covered by this Agreement up to the effective date of the termination of their appointment, but after the effective date of such termination of appointment, the collective bargaining relationship between the Employer and the Union will terminate with respect to all such terminated non-tenured full-time teaching and library faculty except as to severance pay obligations.

ARTICLE 9

TENURE

9.1 Definition of Tenure. Tenure is a status of continuous appointment granted by the Employer to full time teaching faculty in recognition of sound scholarship, demonstrated teaching excellence and consistent contributions to the College community. Tenure is terminated or subject to termination as set forth in paragraph 9.9. Tenure may not be granted by default but rather requires the positive action of the Board of Trustees as set forth in paragraphs 9.5 and 9.8.

9.2 Eligibility for Application for Tenure. A full-time teaching faculty member may apply for tenure as defined in paragraph 9.1 and in accordance with the procedure set forth in paragraph 9.4 following completion of three (3) years of full-time service to the Employer by September 1 of the academic year he wishes to be considered for tenure provided he has not been earlier notified of the termination of his appointment. A faculty member must apply for tenure as defined in paragraph 9.1 and in accordance with the procedure set forth in paragraph 9.4 by September 1 of the faculty member's sixth (6th) year of full-time service at the College provided he has not been earlier notified of the termination of his appointment. A faculty member who is denied tenure prior to the sixth (6th)

year full-time service is not precluded from re-applying for tenure by September 1 of his sixth (6th) year of full-time service, provided he has not been earlier notified of the termination of his appointment.

9.3 Failure to Apply for Tenure. The appointment of faculty members who fail to apply for tenure by September 1 of their sixth (6th) year of full-time service at the College is terminated at the end of the sixth (6th) year without recourse by the faculty member.

9.4 Criteria for Tenure Application. A full-time teaching faculty member eligible to apply for tenure shall apply for tenure by providing to the Promotion and Tenure Committee no later than September 1 of the academic year he wishes to be considered for tenure the following evidence that he meets the required criteria of tenure:

a. A recommendation by the faculty of his Division stating whether or not they recommend that he be granted tenure. The Chairman of the Division, if he wishes, may make a separate or different recommendation which shall also be submitted.

b. Demonstration that he has met the requirements of the rank of at least an Associate Professor as set forth in paragraph 7.1 and 7.2 of Article 7, in particular that he has attained the Ph.D degree or other terminal degree in the

appropriate discipline in addition to substantial academic and professional accomplishments. In the case of full-time teaching faculty members who were on the payroll on September 1, 1986 and who then had less than seven years of employment by the Employer, the requirement of a Ph.D. degree may be relaxed if the faculty member has been accepted in a Ph.D. program and completed all course work necessary for a Ph.D. degree and can also show (1) a record of publication of significant scholarly or professional articles or books in professional or scholarly publications, (2) outstanding teaching ability and (3) outstanding service to the College.

c. Evidence of recognized excellence as a teacher.[•] This evidence shall include but not be limited to detailed written assessment by at least two (2) full-time faculty members, one (1) of whom is a member of the candidate's disciplinary group and both of whom have observed the candidate's classroom teaching; student evaluations from several different courses taught by the candidate and any written evaluation of the candidate's performance by any official of the Employer with college or university teaching experience during the candidate's service at the Employer.

d. Evidence of professional growth, including but not limited to the publication of books, monographs, or articles in refereed journals or other scholarly articles.

Evidence of constructive activities in support of the professional associations and societies which are active in the faculty member's fields of interest or related areas.

f. Evidence of his value to the College, including evidence of performance consistent with the objectives of the College such as student advisement and guidance, program and curriculum development, ability and willingness to teach a variety of courses, and interest in contribution to the growth of the College through committee assignments. Additional evidence which may be presented and considered includes participation in other activities which promise to foster the objectives of the College including, but not limited to: participation in hiring; evaluation of faculty for promotion, tenure or reappointment; evaluation of students; assisting Administrators in performing their duties, including their recruitment duties; scheduling; advising students; student career counseling activities; faculty development programs; coordinating, evaluating and guiding adjuncts; selection and purchasing of academic resources; planning and developing curricula; cooperation in maintaining and improving College record keeping systems; preparing, maintaining and updating course syllabi; and participation in the preparation of College publications which affect the academic aspects of the Employer.

Candidates need not to satisfy all the criteria listed above, but will be expected to have records which demonstrate outstanding performance.

Accordingly, the documentation in support of the application which the applicant submits and which shall be considered may include the following:

- Any written evaluation of the candidate's performance by an official of the Employer with college or university teaching experience;
- The faculty and student evaluations required under paragraph 9.4b of this Article;
- The full and up to date curriculum vitae of the faculty member;
- Record of scholarly achievement, including transcripts or reprints of writings, guest lectures, or summaries thereof, etc.;
- Membership in professional organizations, honors or recognitions, presentations at conferences, institutes and meetings, professional and scholarly institutes attended;
- Evidence of value to the College by performance of work consistent with the objective of the College.

9.5 Review of Tenure Application.

a. The Promotion and Tenure Committee shall first evaluate the extent to which the candidate meets or does

not [REDACTED] of the criteria stated in Paragraph 9.4 of this Article. In making said evaluation, the Promotion and Tenure Committee shall have the right to request from the faculty member being evaluated any other pertinent information it deems necessary but shall only consider such information if submitted in written form. The Promotion and Tenure Committee may request an on-site visitation to a faculty member's classroom.

b. After said evaluation, the Promotion and Tenure Committee shall forward its written recommendations concerning the award or denial of tenure, which shall include any written dissents by Committee members, to the President or his designee by December 1.

c. If the President or his designee, in reviewing the recommendations, believes it may come to a conclusion contrary to the recommendation of the Promotion and Tenure Committee, a representative of the Employer shall meet with the Chair of the Promotion and Tenure Committee prior to making a recommendation to the Board of Trustees.

d. The President or his designee shall forward his recommendation concerning award or denial of tenure to the Board of Trustees by March 1.

e. The Board of Trustees shall make the final and binding determination on the granting or denial of tenure in its sole discretion at or before the Board's June meeting.

**9.6 Failure to Comply with Time Requirements in
Review of Tenure Application.**

a. In the event the Promotion and Tenure Committee fails to comply with the time requirements set forth in paragraph 9.5 of this Article, the Employer will make its decision without the Committee's recommendation and the President and the Board of Trustees shall use their best efforts to meet the time requirements set forth in paragraph 9.5 of this Article. Failure of the Employer to forward an answer by the stated date in paragraph 9.5 of this Article, however, shall not result in the grant of tenure by default but rather shall result in reappointment for another academic year to complete the tenure review procedure.

b. If requested by the Promotion and Tenure Committee, a representative of the Employer will within 30 days of receipt of a request in writing, itemize the Employer's reasons for not recommending tenure to the Board of Trustees or the Board of Trustees' reason for not granting tenure in cases where the Promotion and Tenure Committee has recommended tenure and tenure has not been granted. If the Employer fails to specify its reasons in writing or if the Employer fails to take any of the steps required by this Agreement in the process of considering tenure decisions and if the matter is grieved and

arbitration within the time limits set forth in this Agreement, an arbitrator may order the Employer to produce written reasons and may order that the omitted steps be taken but shall have no power to otherwise change the decision not to grant tenure.

9.7 Denial of Tenure. In the event tenure is denied at the end of the faculty member's sixth (6th) year of full-time service at the Employer, the faculty member will be appointed to a final one (1) year term appointment, terminating at the conclusion of that academic year.

9.8 The Employer's Right to Grant Tenure. Nothing in this Agreement shall restrict the right of the Employer to grant tenure to faculty members not recommended by the Promotion and Tenure Committee, if in the Employer's sole discretion, not subject to the grievance and arbitration procedure, such granting of tenure would be in the best interests of the Employer.

9.9 Termination of Tenure.

a. Tenure is terminated upon the retirement, voluntary resignation of the faculty member or when the tenured faculty member reaches age 70.

b. Tenure is terminable by the Employer for medical reasons when the tenured faculty member is unable to fully perform the responsibilities and duties of his

appointment. In that case the tenured teaching faculty member shall be entitled to request and receive a medical leave of absence for a term, renewable for up to six terms and if the faculty member becomes able to fully perform his duties and responsibilities within the term of the leave(s) of absence, the Employer will reinstate the employee to his tenured position commencing no later than the next succeeding academic year.

c. Tenure is terminated in the event the Employer decides in its sole discretion, not subject to the grievance and arbitration procedure, to file for Chapter 7 bankruptcy or to discontinue the operation of the College permanently.

d. Tenure is terminable by the Employer in its sole discretion, not subject to the grievance and arbitration procedure, in the event the Employer decides in its sole discretion, not subject to the grievance and arbitration procedure, to be acquired by or merge with another institution or entity. In the event the Employer is being acquired or is merging with another institution, the Employer shall request in writing that the other institution or entity consider appointment of the tenured faculty members on a tenured basis first and if refused, on a non-tenured basis. The institution or entity which acquires or seeks to acquire the Employer or with whom the Employer seeks

to ~~the~~ merges shall not be required to agree to appointment of the Employer's tenured faculty on either a tenured or non-tenured basis, however, nor to assume this Agreement.

e. Tenure is terminable by the Employer, in its sole discretion, not subject to the grievance and arbitration procedure, in the event the Employer decides, in its sole discretion, not subject to the grievance and arbitration procedure, to discontinue, reduce or eliminate in whole or in part, program(s) or division(s) in which the tenured faculty member makes his major contribution or as a result of the Employer's decision, in its sole discretion, not subject to the grievance and arbitration procedure, to relocate operations in whole or in part or to affiliate in whole or in part, with any other institution or entity. In the event the Employer is considering the discontinuance, reduction or elimination of a program(s) or division(s), an official of the Employer will meet with the College Academic Policy Committee or the Graduate Academic Policy Committee as the case may be, for its recommendation if made within six (6) weeks of the Employer's request, (unless the time is extended by mutual consent in writing) on the academic impact of said decision. The Agreement to obtain the input or recommendation of faculty members or committees shall not be construed to mean that the full-time faculty or the Union have the

authority in any way, manner or degree to veto the decisions of the Employer to affiliate with another institution or entity, to relocate, to discontinue, to reduce or to eliminate a program(s) or division(s), in whole or in part. Prior to the termination of employment of any tenured faculty pursuant to this paragraph 9.9e, consideration shall be given to extending tenure to such faculty personnel in other positions in the same division or disciplinary group commensurate with the individual's qualifications as determined by the Employer in consultation with the Promotion and Tenure Committee and such determination by the Employer, at its sole discretion, shall not be subject to the arbitration procedure. If requested by the Promotion and Tenure Committee, the President shall specify in writing the reasons for the failure to extend tenure to such faculty personnel in other positions in the same division or disciplinary group. If the President fails to specify his reasons in writing and if the matter is grieved and submitted to arbitration within the time limits set forth in this Agreement, an arbitrator may order the Employer to produce written reasons but shall have no power to otherwise change the Employer's decision not to extend tenure to such faculty personnel in other positions in the same division or disciplinary group. If there are vacant positions within two years after the termination of the full-time tenured

tenured faculty member which he is qualified to fill, the tenured faculty member shall be offered the position before it is offered to any non-tenured individual.

f. Except as set forth in subparagraphs a. through e. of paragraph 9.9 of this Article, tenure is not otherwise terminable by the Employer except for adequate cause. Although adequate cause generally refers to situations involving moral turpitude and demonstrable incompetence, it is understood that it is impossible to detail every instance of what constitutes adequate cause. Accordingly, for purposes of clarity and not limitation, the parties agree that adequate cause includes, but is not limited to the following:

1. The refusal or failure to perform one's duties and responsibilities in accordance with recognized professional standards;
2. Calling or engaging in an unauthorized strike or walk-out as defined in Article 4;
3. Moral turpitude including but not limited to conviction of theft; dishonesty; commission of serious crimes; and deliberate falsification of College records, including employment application or other personnel records;
4. Demonstrable incompetence;
5. Repeated impaired performance of professional responsibilities due to being under the influence of liquor or illegal drugs;

6. Bringing or being in possession of illegal drugs on the College's premises;
7. Harassment, including harassment on the basis of sex, race, religion, ethnic origin of another person where engaged in College business or on the College premises;

Termination of tenure under this paragraph 9.9f of this Article shall be preceded by confidential notification to the tenured faculty member of the Employer's intended action, including the specific charges, followed by discussions with the faculty member and representative of the Union, if the faculty member requests it, and appropriate administrative officers looking toward a mutually acceptable resolution. If no such resolution is achieved, the Employer will notify the Union and the Union may seek resolution through the grievance and arbitration procedure herein.

g. In the event of termination of tenure because of permanent discontinuance of operation of the College or under paragraphs 9.9d and 9.9e of this Article only, and from the date of such termination of tenure, the affected faculty member will either be employed by the Employer or the merged or acquiring entity or institution for another year at no less than their current rate of pay or be paid severance pay during a period limited to one year in accordance with paragraph 21.8 of Article 21.

10 Effect of Termination of Appointment of Tenured Faculty. The Employer shall satisfy or cause to be satisfied the monetary obligations due and payable to tenured faculty covered by this Agreement up to effective date of the termination of their appointment pursuant to paragraph 9.9 of this Article but after the effective date of such termination of appointment, the collective bargaining relationship between the Employer and the Union will terminate with respect to all such terminated faculty members, except with respect to the Union seeking compliance with the obligations to the employee pursuant to paragraph 9.9(e) and (g) of Article 9.

ARTICLE 10

FACULTY RESPONSIBILITIES AND EVALUATION

10.1 The primary responsibility of full-time faculty members is to the College. Each full-time teaching faculty member shall teach 27 credits a year at dates and times set forth in the Academic schedule and fulfill all classroom responsibilities associated therewith. Each faculty member shall ~~comply with the Employer's reasonable policies concerning~~ the ~~academic~~ operation of the Employer and the professional conduct of the faculty. In addition, each faculty member shall perform the academic, academic-administrative and professional role normally expected of a member of the academic profession.

10.2 A faculty member shall not accept outside employment of any kind which interferes with the faculty member's primary responsibilities to the Employer. Unless such outside employment interferes with the faculty member's primary responsibilities to the Employer, a faculty member may undertake to teach one (1) course per term at another institution of higher learning or undertake other outside employment equivalent to no more than eight (8) calendar days each term and shall report any such activities to the Employer prior to the commencement of any such activities detailing the work undertaken or the educational institution where the course is being given. Any additional rendering of professional service to another institution of higher learning or any additional other outside employment must be approved by the Vice President for Academic Affairs prior to the commencement of any such activities.

10.3 Course overloads (i.e. teaching more than 27 credit hours per academic year) may be offered to full-time faculty members by the Employer in its sole discretion on either a remunerative or future course load redistribution basis. In the event the Employer decides to offer a course overload to a faculty member on a remunerative basis, the faculty member will receive a minimum of \$300 per credit taught in the undergraduate program and \$325 per credit taught in the graduate program.

10.4 The Employer will attempt where feasible to arrange faculty members' schedules so that annual credit loads can be taught in two, rather than three, terms. This requires that there be adequate staffing for all scheduled courses in all three terms and that faculty members whose schedules are so arranged will utilize the time for professional growth activities, including but not limited to scholarly research and publication.

10.5 Members of the bargaining unit may elect up to four (4) of their unit members to serve on the Employer's Planning and Budget Committee for the sole purpose of consultation, input and advice regarding the development of the annual academic budget. It is understood that the Committee will be no larger than ten (10) members and that the duties and functions of the Committee are determined by the Employer in its sole discretion.

10.6 Evaluation of Academic Staff

All full-time faculty members shall be subject to evaluation ~~each year by an~~ official of the Employer with college or university teaching experience.

ARTICLE 11

ACADEMIC DIVISION CHAIRS

11.1 There shall be at least two Division Chairs, one of which shall be in the Liberal Arts Division. The Employer may, in its sole discretion not subject to the grievance and arbitration procedure, designate additional Division Chairs. The Division Chair shall teach a maximum of 21 credits each year and shall fulfill responsibilities to coordinate and be responsible for divisional functions as designated by the Employer or otherwise specified in this Agreement. Division Chairs shall be elected no later than one month after the signing of this Agreement for a term ending June 1, 1989. Thereafter Division Chairs shall be elected in June by the full-time teaching faculty in each Division with a chair for a term of two (2) years.

11.2 Each division Chair elected after the signing of this Agreement shall receive an additional amount at the rate \$2,000 per annum for performing the work of that office unless there is a record that indicates that the \$2,000 had already been added to their compensation.

ARTICLE 12

LIBRARY CHAIR

The Library Chair shall be elected for a 2 year term which election shall be subject to approval or disapproval by the Employer in its sole discretion not subject to the grievance or arbitration procedure. If the full time Library Faculty do not elect a Library Chair satisfactory to the Employer, the Employer shall, in its sole discretion, appoint the Library Chair. The responsibilities of the Library Chair are to coordinate and be responsible for library functions as designated by the Employer.

ARTICLE 13

CHECKOFF, UNION DUES, AGENCY SHOP FEES OR CONSCIENTIOUS OBJECTOR FEES.

13.1. Members of the bargaining unit who are members of the Union on the day this Agreement was executed and newly hired members of the bargaining unit after 30 days of employment shall as a condition of employment be required to pay to the Union either (1) the Union dues and assessments uniformly and regularly required as a condition of retaining membership in the Union, or (2) an agency shop fee in an amount determined by the Union in accordance with applicable law if the bargaining unit member does not want to become a member of the Union or (3) a conscientious objector contribution (in the same amount

of as the agency shop fee), by those bargaining unit members, if any, who as a matter of deeply held philosophic conviction will not contribute to the Union, to be paid to the College for a faculty development fund which shall be used for the benefit of the college faculty or members thereof with the funds to be distributed by the College for such purpose no later than twelve months after their receipt.

13.2 The Employer shall deduct each month, from the wages of full time Teaching and Library Faculty Members who have authorized and directed the Employer, in writing, on the form provided for that purpose, in accordance with applicable law, to deduct an amount equal to the Union dues or Agency fees certified in writing by the Union to the Employer as the regular membership dues uniformly required as a condition of retaining membership in the Union or as the regular Agency Fees legally required from non-members. The Employer shall also deduct from the wages of all new full-time teaching and library faculty members who have authorized and directed the Employer to make such deductions, ~~in writing~~, on the form provided for that purpose, in accordance with applicable law, an amount equal to the initiation fees certified in writing by the Union to the Employer as the amount uniformly required as a condition of obtaining membership in the Union. The employer shall promptly

remit to the Union the deductions for membership dues, initiation fees or Agency Fees on or before the fifth day of each month and set aside in a Faculty Development Fund any conscientious objector fees.

13.3 The Union agrees that it will indemnify, defend and save the Employer harmless from any and all liability, claim responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article 13 or in reliance upon the authorization described herein.

ARTICLE 14

LIBRARY FACULTY

14.1 Full-time library faculty during the term of this Agreement shall not as a rule be expected to work more than thirty-five (35) hours per week. Library faculty are professionals who are expected to work all hours necessary to complete their duties. The days and hours the library shall operate shall be determined by the Employer and the Library Chair shall coordinate the schedules of the library faculty.

14.2 Full-time library faculty are entitled to twenty-two (22) vacation days per academic year to be scheduled by the Library Chair, subject to approval of the Employer.

ARTICLE 15

TERMS OF APPOINTMENT FOR FULL-
TIME TEACHING FACULTY EMPLOYED
PRIOR TO SEPTEMBER 1, 1986

15.1 Full-time teaching faculty members who were on the payroll as of September 1, 1986 shall be reappointed until August 31, 1990 and may at the sole discretion of the Employer, not subject to the grievance and arbitration procedure, be reappointed for an additional term which shall be for three (3) years. If the full-time faculty member is not granted tenure by August 31, 1993, the Employer must terminate the faculty member effective September 1, 1994.

15.2 Full-time teaching faculty members who have been continuously employed as full-time teaching faculty members since before September 1, 1980 until the date of execution of this Agreement shall be granted tenure subject to the terms of Article 9 of this Agreement.

15.3 During the term of their reappointment, full-time faculty members employed prior to the effective date of this agreement ~~may be terminated for any of the reasons set forth in~~ Article 9 of this Agreement.

ARTICLE 16

SALARY

16.1 Full-time teaching faculty and library faculty in the bargaining unit shall be entitled to the following wage increases:

a. An increase of four (4%) percent of their base salary as of September 1, 1986 payable in full less applicable deductions no later than October 1, 1987.

b. An increase of five (5%) percent of their base salary effective as of September 1, 1987.

c. An increase of four (4%) percent of their base salary effective as of September 1, 1988.

d. An increase of five (5%) percent of their base salary effective as of September 1, 1989.

16.2 The base salary used for computing percentage increase shall be the base salary without taking into account extra payments including but not limited to stipends for Division Chairs and extra pay for teaching course overloads.

ARTICLE 17

EMPLOYEE BENEFIT PLANS

17.1 For the duration of this Agreement only, the Employer shall continue to contribute no less than the dollar amount it is contributing on the date of the execution of this Agreement towards the maintenance of the following employee benefit plans in effect on the date of the execution of this Agreement for employees who have completed the eligibility requirements of each plan:

- a. group hospitalization,
- b. major medical,
- c. dental coverage,
- d. life insurance, and
- e. long term disability

In the event the cost of any of these plans increases during the term of this Agreement, the full-time teaching and library faculty member shall contribute to the increase in the same proportion as other beneficiaries of the Plans.

17.2 For this Agreement only, eligible employees shall be covered under a Non-integrated TIAA/CREF Pension Plan only. Eligible employees shall include all employees covered by this Agreement who have completed one (1) year of continuous service and attained the age of 26. The Employer shall continue to

contribute to the contribution rates in effect as of the execution date of this Agreement applied to the base salary of the full-time faculty member. Pension contributions for full time faculty members hired after August 31, 1987 shall be at the rate of at least 7 percent in the years for which contributions are to be made.

ARTICLE 18

HOLIDAYS

Full-time faculty members are entitled to the holidays incorporated into the Employer's calendar.

ARTICLE 19

LEAVES OF ABSENCE

19.1 A full-time faculty member may apply for a professional leave of absence for the purpose of research, writing, teaching, other professional employment, other intellectual pursuits or scholarly studies for not more than one (1) calendar year. Such a leave of absence may be considered as full-time employment for purposes of tenure and term of employment.

19.2 A full-time faculty member may apply for a leave of absence for a purpose not stated in 19.1 above for not more than a term.

19.3 Applications for all leaves must be sent to the Employer at least six (6) months preceding the commencement of the leave. For good cause shown, the Employer, in its sole discretion, may waive the notice requirement.

19.4 The Employer's decision on the granting or denial of any request for leave shall be final. In no event will such application be granted if such leave would interfere with the Division's ability to function during the period of the requested leave.

19.5 The Employer has no obligation to pay salary or benefits during the leave period except that the Employer will continue to provide the benefits referred to in §17.1 of Art. 17 during a leave of absence pursuant §19.1 of Art. 19 for full time faculty members who are not receiving other earned income during the leave of absence. Upon return to full-time duties in the College, following completion of a professional or other leave of absence, the faculty member shall be entitled to the same salary level and benefits as enjoyed immediately prior to the leave.

19.6 An employee who does not return to his duties at the College at the expiration date of his leave of absence shall be considered as having left the Employer's employ voluntarily.

ARTICLE 20

TUITION REMISSION PROGRAM

20.1 All employees, their spouses, and/or dependent children shall be entitled to full tuition remission at the College for regularly scheduled courses immediately upon employment.

20.2 Upon termination of employment, tuition remission shall cease except for dependent children of deceased, retired or totally disabled employees.

20.3 Children who receive full tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amount received from these awards inure to the benefit of the Employer, as directed by the Employer's financial aid office.

ARTICLE 21

CONTRACT CONSTRUCTION

21.1 Notices hereunder shall be in writing and shall be addressed and mailed, if to the Union, to AAUP College of Insurance, 101 Murray Street New York, New York 10007, Attention Chapter President, and if to the Employer, to The President of The College of Insurance, 101 Murray Street, New York, New York. Such addresses may be changed by either party by written notice to the other.

21.2 This Agreement constitutes the sole and entire existing agreement between the parties hereto, supersedes all prior agreements, oral or written, between the Employer and the Union, and expresses all obligations of, and restrictions imposed on, the Employer during its term.

21.3 This Agreement can be altered or amended only by a written agreement between the parties hereto.

21.4 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully and accurately set forth in this Agreement.

21.5 Therefore, in consideration of the benefits, privileges and advantages provided in this Agreement, and as a condition to the execution of this Agreement, the Employer and the Union hereby waive the right to bargain with respect to any subject or matter covered by this Agreement and with respect to any subject or matter not covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties, or either of them, at the time this Agreement was negotiated and signed, unless otherwise mutually agreed in writing by the parties to this Agreement.

21.6 Notwithstanding any privileges or benefits currently being received by employees, the Employer shall not be obligated to continue any privileges or benefits in excess of those specifically set forth in this Agreement.

21.7 Should all or any portion of any one or more provisions of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, or by reason of a decree of a court of competent jurisdiction, or by reason of a Presidential execution or administrative regulation which has the force of law, the invalidated portion of this Agreement, shall not invalidate the remainder of this Agreement and the remainder of such Agreement shall continue in full force and effect, including without limitation, the no strike provisions of Article 4. In the event of such invalidation, the parties shall, at the request of either party, meet solely for the purpose of negotiating substitute language for the invalidated portion of this Agreement. In the event that the parties are unable to agree upon substitute language to replace the invalidated portion, nevertheless this Agreement shall continue in full force and effect for the duration of this Agreement, including, but not limited to, Article 4 ("no-strike clause") without change except for the invalidated portion of this Agreement.

21.8 Severance Payments.

Severance pay shall be paid on a bi-weekly basis and shall be calculated according to the following formula: severance pay equals the faculty member's base salary at the time of termination divided by 26 weeks, less any amounts earned by the faculty member from part-time or full-time employment during that two week period.

21.9 The Academic Schedule. The Academic schedule shall be drafted by the Division after consultation with the faculty. The proposed schedule shall be submitted to the office of Academic Affairs for discussion, review and approval. If there are any alterations or modifications there shall be consultation with concerned faculty members and/or division chairs but the final decision to approve, alter or otherwise modify the academic schedule shall be made by the Employer in its sole descretion not subject to the grievance and arbitration provisions of the Agreement.

ARTICLE 22

CONFERENCES

22.1 Should the Union desire to meet to confer with the Employer once during the fall and once during the Spring of each semester, representatives of the Employer will, upon fourteen (14) days notice in writing, hold a meeting with

representatives of the Union to discuss any matters the Union wishes to raise at the meeting.

22.2 Article 22 shall not be construed as a reopener of this Agreement and the Employer shall not be required to bargain with the Union over any changes to the Collective Bargaining Agreement.

ARTICLE 23

ACADEMIC GOVERNANCE

23.1 The full-time faculty shall participate in academic governance of the College through the College Undergraduate and/or Graduate Academic Policy Committees.

23.2 The College Undergraduate Academic Policy Committee ("CAPC") shall be primarily responsible for recommending academic policy for the undergraduate program in the following matters:

- a. Student advising;
- b. Curricula and Program Modification;
- c. Course review and approval;
- d. Grading standards; ~~standards~~
- e. Academic standing;
- f. Certificate, diploma, and degree requirements;
- g. Honor standards;
- h. Subordinate committee creation, deletion and oversight;

- f. Methods of instruction;
- j. Academic aspects of orientation for new students;
- k. Academic aspects of the College calendar pertaining to length of class sessions, length of the school term, final examination periods, and reading days;
- l. Library support of academic programs;
- m. Requirements for applicants for admission to the College;
- n. Development of a student/faculty evaluation system;
- o. The academic impact of divisional structure.

23.3 The College Undergraduate Academic Policy Committee shall consist of the entire full-time faculty, the Vice-President for Academic Affairs and two students, one (1) from the day division and one (1) from the evening division appointed by the President of the Student Council. The College Registrar shall be an ex-officio member. The President may, at his discretion or upon invitation, attend, and/or designate his representative to attend, CAPC committee meetings as a non-voting member. Nothing in this Article shall preclude the President or his designee ~~from initiating~~ items for consideration by the CAPC. Meetings will be called by the Vice-President for Academic Affairs, who will chair the CAPC, or by at least three (3) members of the CAPC.

23.4 It shall be the responsibility of the CAPC to establish standing and/or sub-committees for the purpose of addressing the specific areas mentioned above.

23.5 There shall also be a Graduate Academic Policy Committee ("GAPC") which shall consist of the Vice-President for Academic Affairs the entire full-time faculty of the graduate program and one (1) graduate alumnus appointed by the MBA Society with the same responsibility as the CAPC but with respect to College graduate, as opposed to undergraduate, academic policy. The College Registrar shall be an ex-officio member. The President may, at his discretion or upon invitation, attend, and/or designate his representative to attend GAPC committee meetings as a non-voting member. Nothing in this Article shall preclude the President or his designee from initiating items for consideration by the GAPC.

23.6 All recommendations by the CAPC and GAPC as to academic policy shall be presented to the President in a timely manner. In the event the Employer decides, in its sole discretion, to disapprove an affirmative CAPC or GAPC recommendation or to ~~override~~ a negative recommendation by the CAPC or GAPC, the President shall meet with the CAPC or the GAPC, as the case may be, for the sole purpose of informing them of the decision and for discussion of the decision. All decision-making as to

academic policy shall be made by the Employer in its sole discretion, not subject to the grievance and arbitrator procedure. If requested by the CAPC or GAPC, as the case may be, the President shall specify in writing the reasons for the decision. If the President fails to specify his reasons in writing or fails to meet with the CAPC or GAPC, as the case may be, and if the matter is grieved and submitted to arbitration within the time limits set forth in this Agreement, an arbitrator may order the Employer to produce written reasons and/or to meet with the CAPC or GAPC, but shall have no power to otherwise change the Employer's decision.

23.7 In the event the CAPC or the GAPC, as the case may be, is unable to agree on a recommendation as to a specific matter of academic policy within six (6) weeks of the matter's having been submitted to the Committee or within six (6) weeks of the Employer's initiation of a specific matter of academic policy for consideration or recommendation by the CAPC or the GAPC, the Employer need not wait for a recommendation from the CAPC or the GAPC before acting on that specific matter. The six (6) week period may be extended to a date certain by mutual agreement of the Employer and the CAPC or the GAPC, as the case may be.

ARTICLE 24

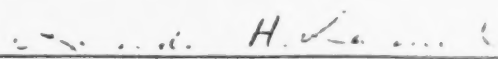
DURATION AND TERMINATION

24.1 This Agreement shall become effective as of the date signed below, and shall continue in full force and effect until and including the 31st day of August 1990.

24.2 If the Union should wish to renegotiate or change any provision of this Agreement after August 31, 1990, it may send its demands to the Employer and the Employer will meet to negotiate fifteen (15) days after the receipt of such demands or by March 15, 1990, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement this 10th day of September, 1987.

COLLEGE OF INSURANCE

By: 
Linda H. Lamel, President

AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS COLLEGE OF INSURANCE
CHAPTER

By: 
Robert Reader, President

[Draft to be transcribed on
College of Insurance letterhead]

Date:

Mr. Robert Reader
President
AAUP Chapter of the
College of Insurance
One Insurance Plaza
101 Murray Street
New York, New York 10007

Dear Professor Reader:

For purposes of interpreting the Collective Bargaining Agreement between the parties which expires August 31, 1990, the parties have agreed as follows:

1. For purposes of interpreting Article 15 of the Agreement, the following full-time teaching faculty members shall be considered to be covered by the following paragraphs:

Paragraph 15.1:

<u>Name</u>	<u>Rank</u>
H. Hall	Associate Professor (English)
L. Santoro	Assistant Professor (Actuarial Science)
S. Monsif	Assistant Professor (Accounting)
L. LaMonica	Assistant Professor (Insurance)

Paragraph 15.2:

<u>Name</u>	<u>Rank</u>
L. Bilik	Associate Professor (Psychology and Philosophy)
J. Gannon	Associate Professor (History)
F. Hourigan	Associate Professor (Insurance)
S. Mintz	Associate Professor (Accounting and Law)
S. Ramanujam	Associate Professor (Actuarial Science)
R. Reader	Associate Professor (English and Drama)
R. Holliday	Assistant Professor (Insurance)

2. Assistant Professor H. Luckstone shall be considered a member of the bargaining unit but not a full-time teaching faculty member. His course load shall be at most 18 credits per year and he is to be scheduled to teach two days per week. Professor Luckstone shall also receive the benefits he presently receives, the percentage salary increases set forth in Article 16 of the Agreement and a term of appointment in accordance with Article 15, Paragraph 15.1 of the Agreement but shall not be eligible for tenure. Notwithstanding Paragraph 15.1 of Article 15, the Employer shall not be required to terminate him by September 1, 1994 if tenure is not granted him.

3. A full-time faculty member who would qualify for tenure pursuant to the last sentence of Paragraph 9.4 of Article 9 but for the failure to complete the course work necessary for a Ph.D. degree and who has undertaken and made satisfactory progress in the necessary courses and enrolled in a Ph.D. program in the

appropriate discipline by August 31, 1993 may be reappointed for one additional three-year term notwithstanding the provisions of Section 15.1 of Article 15. The faculty member shall remain free to apply for tenure pursuant to Article 9 at any time during this period.

4. For purposes of Article 7.6 of the Agreement, the following librarians have the following rank:

Beverly Rossignolo	Full Librarian
Gladys Hodap	Full Librarian
Madine Singer	Assistant Librarian

5. It is understood and agreed that Sections 21.3, 21.4, 21.5, 21.6 and 21.7 of Article 21 of the Agreement and Section 24.2 of Article 24 of the Agreement shall be applicable to this letter agreement.

The Union's execution of a copy of this letter of understanding indicates its acceptance of the terms of this letter as part of the parties' Agreement expiring August 31, 1990.

Very truly yours,

College of Insurance

By: Linda Lamel
President

Accepted and Agreed to:

The AAUP, College of Insurance Chapter

By:

Michael Bender

Dated:

Sept 10, 1983